

Joshua A. Sussberg, P.C.
Christopher Marcus, P.C.
Christine A. Okike, P.C.
Allyson B. Smith (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

_____)	
In re:)	Chapter 11
)	
VOYAGER DIGITAL HOLDINGS, INC., <i>et al.</i> , ¹)	Case No. 22-10943 (MEW)
)	
Debtors.)	(Jointly Administered)
_____)	

**STIPULATION BETWEEN THE DEBTORS
AND USIO, INC. REGARDING ASSUMPTION OF
AUTOMATED CLEARING HOUSE SERVICES AGREEMENT**

This stipulation (this “Stipulation”) is made this 10th day of March, 2023 by each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) and Usio, Inc. (“Usio,” and together with the Debtors, the “Parties”).

Recitals

WHEREAS, on July 5, 2022 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Voyager Digital Holdings, Inc. (7687); Voyager Digital Ltd. (7224); and Voyager Digital, LLC (8013). The location of the Debtors’ principal place of business is 33 Irving Place, Suite 3060, New York, NY 10003.

WHEREAS, Debtor CryptoTrading Technologies, LLC (now known as Voyager Digital, LLC) and Payment Data Systems, Inc. (now known as Usio) are parties to that certain *Automated Clearing House Services Agreement*, dated October 4, 2018 (as amended and supplemented from time to time, the “ACH Contract”).

WHEREAS, on February 2, 2023, the Debtors filed the *Notice of Filing of Plan Supplement* [Docket No. 943] as amended by that *Notice of Filing of First Amended Plan Supplement* [Docket No. 986] filed on February 8, 2023 and that *Notice of Filing of Second Amended Plan Supplement* [Docket No. 1006] filed on February 15, 2023 (collectively, the “Plan Supplement”). The Plan Supplement provides for the assumption of the ACH Contract under the Schedule of Assumed Executory Contracts and Unexpired Leases set forth in Exhibit A of the Plan Supplement.

WHEREAS, on February 23, 2023, pursuant to the *Stipulation Between the Debtors and Usio, Inc. Regarding Assumption of Automated Clearing House Services Agreement* [Docket No. 1068] (the “Original Stipulation”), the Parties conferred in an attempt to resolve issues regarding the proposed assumption of the ACH Contract and cure amounts thereunder and agreed to extend the Debtors’ deadline to assume or reject the ACH Contract to March 10, 2023 (the “Assumption or Rejection Deadline”). The Parties further agreed that Usio’s deadline to respond to any such decision would be fourteen days thereafter on March 24, 2023 (the “Response Deadline”).

WHEREAS, the Parties have agreed to extend the Assumption or Rejection Deadline to March 24, 2023. The Parties have further agreed to extend the Response Deadline to April 7, 2023.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED AS FOLLOWS:

1. The Debtors' Assumption or Rejection Deadline to assume or reject the ACH Contract is extended to March 24, 2023 at 11:59 p.m., prevailing Eastern Time.

2. The Response Deadline by which Usio must respond to the Debtors decision whether to assume or reject the ACH Contract is April 7, 2023 at 11:59 p.m., prevailing Eastern Time.

6. The Court shall retain exclusive jurisdiction to hear any matters or disputes arising from or relating to this Stipulation.

7. This Stipulation may be amended by the mutual written consent of the Debtors and Usio (including by email between counsel).

8. This Stipulation hereby amends and supersedes the Original Stipulation.

9. All rights and defenses of each Party with respect to the ACH Contract and any amounts purported due thereunder, including the assumption or rejection of the ACH Contract and any related cure or damages amounts, are fully preserved.

10. The Parties represent and warrant that they have full authority to enter into this Stipulation.

11. All of the recitals stated above are incorporated by reference as if fully set forth herein. No modification, amendment or waiver of any of the provisions of this Stipulation shall be effective unless in writing and signed by the Parties and approved by the Bankruptcy Court.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties, executed this Stipulation as of the date first written above.

AGREED AS TO FORM AND CONTENT

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

/s/ Joshua A. Sussberg

Joshua A. Sussberg, P.C.
Christopher Marcus, P.C.
Christine A. Okike, P.C.
Allyson B. Smith (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: jsussberg@kirkland.com
cmarcus@kirkland.com
christine.okike@kirkland.com
allyson.smith@kirkland.com

Counsel for the Debtors and Debtors-in-Possession

PULMAN, CAPPUCCIO & PULLEN, LLP

/s/ Randall A. Pulman

Randall A. Pulman
2161 N.W. Military Highway, Suite 400
San Antonio, Texas 78213
Email: rpulman@pulmanlaw.com

-and-

RUSKIN MOSCOU FALTISCHEK P.C.

Sheryl P. Guigliano
1425 RXR Plaza, East Tower, 15th Floor
Uniondale, NY 11556
Email: sguigliano@rmfpc.com

Co-Counsel for Usio, Inc.

Dated: March 10, 2023